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RUEHRI/AMCONSUL RIO DE JANEIRO PRIORITY 8070
RUEHSO/AMCONSUL SAO PAULO PRIORITY 8675
RUEAIIA/CIA WASHINGTON DC PRIORITY 8213
RHMFISS/JOINT STAFF WASHINGTON DC PRIORITY
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UNCLAS SECTION 01 OF 03 STATE 003557

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E.O. 12958: N/A
TAGS: [MARR](#) [MASS](#) [PREL](#) [PTER](#) [BR](#)
SUBJECT: U.S.-BRAZIL DEFENSE COOPERATION AGREEMENT
NEGOTIATIONS

¶1. (U) This is an action request, please see paragraph 3.

¶2. (SBU) The United States Government (USG) is seeking to enter into a binding Defense Cooperation Agreement (DCA) with the Government of Brazil (GOB), that also contains aspirational provisions. Under Secretary for Political Affairs R. Nicholas Burns authorized negotiation and conclusion of the DCA by granting Circular 175 authority to the Department of Defense (DOD). Conclusion of this DCA will be subject to the concurrence of PM, WHA, L, and DOD.

¶3. (SBU) Embassy should provide the note below to the GOB. Embassy is requested to report findings by front-channel cable no later than Friday, February 1, 2008.

Begin text:

(Complimentary opening) and has the honor to present to the Federative Republic of Brazil a proposed Defense Cooperation Agreement that will provide the foundation for a new era of defense-related cooperation between our two countries. We have the honor to confirm on behalf of the Government of the United States of America that the foregoing understanding is acceptable to the Government of the United States of America.

The Government of the Federative Republic of Brazil (hereafter, "Brazil") and The Government of the United States of America (hereafter, the United States), (hereafter referred to collectively as "the Parties" and "Party" singularly),

Having a common interest in international peace and security, and the resolution of international conflicts by pacific means;

Desiring to enhance good and cordial relations;

Reaffirming the principles of sovereignty, and

Desiring to enhance defense cooperation:

Have agreed as follows:

ARTICLE 1

Scope

This Agreement, guided by the principles of equality, reciprocity and mutual interest, and in compliance with each Party's national legislation, regulations, and assumed international obligations, has the purposes of promoting:

- a) cooperation between the Parties in defense-related matters, especially in the fields of research and development, logistics support, and acquisition of defense products and services;
- b) exchanges of information and experiences acquired in the field of operations, and in the use of foreign and national military equipment, as well as in connection with international peacekeeping operations;
- c) the sharing of experiences in defense technology;
- d) engagement in combined military training and education, and in joint military exercises, as well as the exchange of information related to those issues;
- e) collaboration in subjects related to military systems and equipment; and
- f) cooperation in any other military fields that may be of mutual interest to the Parties.

ARTICLE 2

Cooperation

Cooperation between the Parties may include:

- a) mutual visits by high-ranking delegations to civil and military entities;

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- b) staff talks and technical meetings;
- c) meetings between equivalent defense institutions;
- d) exchanges of instructors and training personnel, as well as students from military institutions.
- e) participation in theoretical and practical training courses, orientations, seminars, conferences, roundtable discussions and symposiums, offered in military and civil entities of defense interest, by common agreement between the Parties;
- f) visits of naval ships;
- g) cultural and sporting events;
- h) facilitation of commercial initiatives related to defense matters;
- i) implementation and development of programs and projects on defense technology applications, considering the involvement of strategic military and civil entities of each Party.

ARTICLE 3

Financial Arrangements

11. Unless otherwise mutually agreed, each Party shall be responsible for its own expenses, including but not limited to:

- a) transportation costs to and from the point of entry into the host country;
- b) per diem expenses of personnel, including lodging and meals;
- c) medical and dental expenses, as well as those incurred at the removal or evacuation of its own sick, injured, or deceased personnel.

12. All activities under this Agreement are subject to the availability of resources and funds appropriated for these purposes.

ARTICLE 4

Implementation, Supplementary Protocols, and Amendment

11. The Parties Executive Agents shall facilitate implementation of this Agreement. The Executive Agent for Brazil is the Ministry of Defense; the Executive Agent for the United States is the Department of Defense.

12. Supplementary Protocols to implement this Agreement may be entered into by written agreement of the Parties, or their Executive Agents.

13. This Agreement may be amended by written agreement of the Parties. Such amendments shall enter into force upon notification on the date of the later notifications exchanged between the Parties through diplomatic channels indicating that their respective internal procedures as are necessary to bring such amendments into force have been satisfied.

ARTICLE 5

Settlement of Disputes

Any dispute in connection with the interpretation or application of this Agreement shall be resolved through consultations and negotiations between the Ministry of Defense of Brazil and the Department of Defense of the United States of America.

ARTICLE 6

Validity and Termination

This Agreement may be terminated by either Party upon 90 days, written notice to the other Party through diplomatic channels.

ARTICLE 7

Entry into Force

This Agreement shall enter into force upon notification by Brazil to the United States through diplomatic channels that

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all of its internal procedures as are necessary to bring this Agreement into force have been satisfied.

Done in Arlington, Virginia on the day of , 2008, in the Portuguese and English languages. In case of any discrepancy or divergent interpretation, the English text shall prevail.

The Embassy of the United States of America avails itself of this opportunity to renew to the Government of Brazil the assurance of its highest consideration.

14. (SBU) The Department of Defense is willing to lead an interagency team to Brasilia to assist the Embassy with negotiations.

15. (U) Please direct all questions and responses related to this matter to: PM/RSAT Jeff Burnett, BurnettJC@state.sgov.gov, 202-647-9146; WHA/BSC Benjamin Chiang, ChiangBX@state.sgov.gov, 202-647-4994; and James Alverson, OSD Policy/WHA, james.alverson@osd.smil.mil, 703-697-3305.

16. (U) Embassy's assistance in this effort is greatly appreciated.

RICE